

ITEM NO. 6

CDC AND COUNTY AGREEMENT

AMENDED AGREEMENT
FOR ALLOCATION OF TAX INCREMENT FUNDS

(Huntington Park Santa Fe Redevelopment Project)

Redevelopment
Tax Agreement
Santa Fe
62525

THIS AMENDED AND RESTATED AGREEMENT, made and entered into this 30th day of January, 1990, by and between the Huntington Park Redevelopment Agency ("Agency"), the City of Huntington Park ("City"), the Consolidated Fire Protection District of Los Angeles County ("Fire District"), and the County of Los Angeles.

WITNESSETH

WHEREAS, the City and the Agency held a joint public hearing on November 26, 1984, for the purpose of considering the approval and adoption of the Redevelopment Plan for the Huntington Park Santa Fe Redevelopment Project ("Santa Fe Plan"); and

WHEREAS, the City adopted Ordinance No. 372-NS on December 3, 1984, approving and adopting the Santa Fe Plan; and

WHEREAS, the Agency consulted with representatives of the County of Los Angeles, the Los Angeles County Flood Control District, and the Los Angeles County Public Library (collectively, the "County"), and the Fire District pursuant to California Health and Safety Code Sections 33328 and 33353.3 to determine the fiscal impact of the Santa Fe Plan; and

WHEREAS, by approval of this Amended Agreement, the parties hereto find and determine that any financial effects described in California Health and Safety Code Sections 33012 and 33401 relating to the Santa Fe Project are thereby alleviated; and

WHEREAS, the County and Fire District intend that this Amended Agreement shall serve as a solution to their concerns regarding the Santa Fe Plan and agree to forebear any judicial remedies they may have to challenge further implementation of the Santa Fe Project.

NOW THEREFORE, for and in consideration of the foregoing, the parties do hereby agree as follows:

SECTION 1. Definitions. (a) "Assessment Roll" shall mean the 1984-85 assessment roll, which was the last roll equalized prior to the effective date of the ordinance adopting the Santa Fe Plan. The Assessment Roll shall be utilized as the base year assessment roll for allocation of taxes for the Santa Fe Project pursuant to California Health and Safety Code Section 33670 and the provisions of this Amended Agreement.

(b) "Tax Increment Revenues" shall mean that portion of tax revenues generated by application of the basic tax levy to any increases in the respective assessed valuation within the Santa Fe

Share for the Santa Fe Project shall be thirty-five and six-tenths percent (35.6%).

SECTION 2. Allocation of Tax Increment Revenues. The Tax Increment Revenues for the Santa Fe Project shall annually be distributed as follows:

(a) Subject to SECTION 4 of this Amended Agreement, the County shall annually be allocated the County Share as defined in SECTION 1(c) herein. Any limitations previously established in the Original Agreement and applied to the County Share are hereby eliminated and, as of the date of execution of this Amended Agreement, shall not be applicable. The allocation to be made pursuant to this SECTION 2(a) shall not be used to calculate the Agency's maximum tax increment limit for the Santa Fe Project.

(b) The Fire District shall annually be allocated the Fire District Share as defined in SECTION 1(d) herein. The allocation to be made pursuant to this SECTION 2(b) shall not be used to calculate the Agency's maximum tax increment limit for the Santa Fe Project.

(c) The Agency shall annually be allocated the Agency Share as defined in SECTION 1(e) herein. In no event during the life of the Santa Fe Project shall the Agency Share exceed sixty-one million four hundred fifty-five thousand dollars (\$61,455,000).

attributable to annual increases in the assessed value in the Santa Fe Project area in excess of six percent (6%). In no event shall the County Deferral exceed the Tax Increment Revenues specified in SECTION 2(a) of this Amended Agreement.

(b) The Agency shall, in good faith, attempt to fully repay the County Deferral prior to the end of the life of the Santa Fe Project, with interest compounded annually.

(c) The County Deferral shall accrue interest at seven percent (7%) per year, compounded annually. Such interest shall be calculated annually by the County Auditor-Controller based on the outstanding balance, including interest accrued to date, as of June 30. The County Auditor-Controller shall upon an annual written request of the Agency, notify the Agency of the total outstanding principal and interest due no later than 30 days after receipt of such request.

(d) The Agency shall commence repayment of the principal and interest amounts of the County Deferral beginning with the fiscal year immediately following the year in which existing developer debt totalling five million three hundred sixty-eight thousand eight hundred forty dollars (\$5,368,840) and identified in Exhibit A to this Amended Agreement, are paid. Once existing developer debt is repaid, the Agency shall annually utilize all of the Agency Share of annual Tax Increment Revenues to repay the

Tax Increment Revenues are to be contributed to the Housing Fund and the percentage that is to be contributed.

SECTION 6. County-Owned/Leased Property. The development by the County or Fire District of any real property owned or leased by the County or Fire District within the Santa Fe Project area shall not be subject to the approval or control of the City or Agency beyond that available to the City prior to the date of execution of this Amended Agreement, except with the written consent of the County.

SECTION 7. Plan Amendments. The parties agree that the Agency shall not amend the Santa Fe Plan for any of the purposes described in California Health and Safety Code Section 33354.6 which could result in creation of a fiscal review committee without prior written approval of the County.

SECTION 8. Administration. County's Auditor-Controller shall annually determine, document and distribute Tax Increment Revenues in accordance with this Amended Agreement, as follows:

(a) The Auditor-Controller shall annually determine, as provided by law: (1) The total amount of Tax Increment Revenues generated by the Santa Fe Project; (2) the total amount of Tax Increment Revenues that will be allocated to the Agency; (3) the amount of Tax Increment Revenues to be allocated to the County and

annual Agency bonded debt service requirements for bonded debt existing at the time of execution of this Amended Agreement.

(b) The Agency shall incur no new debt, bonded or otherwise, other than self-liquidating debt that is not secured by tax increment, or as otherwise approved by the County, until such time as the County Deferral is fully repaid.

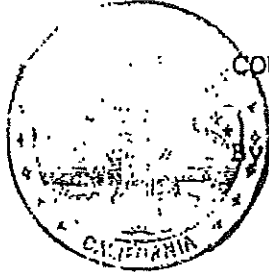
(c) The parties agree that the Agency shall not repay any and all loans from the City until such time as the County Deferral is fully repaid.

SECTION 10. Covenant Not To Sue. The County and Fire District agree that neither will file or participate in any lawsuit or proceedings attacking or otherwise questioning the validity or implementation of the Santa Fe Plan, or any other findings or determinations previously made or to be made by the Agency or the City in connection with the Santa Fe Plan or its implementation.

SECTION 11. Miscellaneous. (a) Nothing in this Amended Agreement shall relieve the Agency from the obligation of filing a Statement of Indebtedness pursuant to California Health and Safety Code Section 33675.

(b) If this Amended Agreement is held invalid, in whole or in part, in order to carry out the purposes identified herein,

IN WITNESS THEREOF, the City of Huntington Park, the Huntington Park Redevelopment Agency, the Consolidated Fire Protection District of Los Angeles County, and the County of Los Angeles have caused this Amended Agreement to be executed on their behalf by their duly authorized representatives.



COUNTY OF LOS ANGELES

Pat E. Schickman

Chairman,
Board of Supervisors

ATTEST TO:

LARRY J. MONTEILH,
Executive Officer -
Clerk of the
Board of Supervisors

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By: Pat E. Schickman

By: Janet Logan

Deputy

Approved as to Form:

DE WITT W. CLINTON
County Counsel

CITY OF HUNTINGTON PARK

By: William H. H. H.

Mayor

By: Michael B. Montgomery

Deputy

Approved as to Form:

By: Michael B. Montgomery

MICHAEL B. MONTGOMERY
Agency Counsel

By: Jack Parker

Chairman

HUNTINGTON PARK REDEVELOPMENT
AGENCY

ATTEST:

By: Marilyn A. Boyette

MARILYN A. BOYETTE, CMC
City Clerk

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13

08

JAN 30 1990

Larry J. Montelh

LARRY J. MONTEILH
EXECUTIVE OFFICER

AMENDED AND RESTATED
AGREEMENT FOR ALLOCATION OF TAX INCREMENT FUNDS

62524

Huntington Park Redevelopment Plan Merging the CBD,
Industrial and North Redevelopment Projects)

THIS AMENDED AND RESTATED AGREEMENT, made and entered into this 30th day of January, 1990, by and between the HUNTINGTON PARK REDEVELOPMENT AGENCY ("Agency"), the CITY OF HUNTINGTON PARK ("City"), the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ("Fire District"), and the COUNTY OF LOS ANGELES.

WITNESSETH

WHEREAS, the City adopted Ordinance No. 66-NS on December 20, 1971, after public hearing, approving and adopting the CBD Plan; and

WHEREAS, the City adopted Ordinance No. 232-NS on June 4, 1979, after public hearing, approving and adopting the CBD Amendment; and

WHEREAS, upon the finding by the Agency and City that the CBD Amendment would cause financial burden or detriment to the Fire District and County, the parties entered into an Agreement for the Reimbursement of Tax Increments dated May 29, 1979 ("CBD Agreement") (No. 43746); and

WHEREAS, the City adopted Ordinance No. 167-NS on May 25, 1977, after public hearing, approving and adopting the Industrial Plan as subsequently amended by Ordinance No. 282-NS adopted February 2, 1981; and

WHEREAS, the City adopted Ordinance No. 261-NS on July 7, 1980, after public hearing, approving and adopting the North Plan; and

WHEREAS, upon the finding by the Agency and City that the North Plan would cause financial burden or detriment to the Fire District and County, the parties entered into an Agreement for the Reimbursement of Tax Increments dated May 27, 1980 ("North Agreement")(No. 43747); and

WHEREAS, the City and the Agency will hold a joint public hearing for the purpose of considering the approval and adoption of the Redevelopment Plan to extend the lives and limitations of the respective Plans to merge the CBD, Industrial and North Redevelopment Projects ("Plan"), with the merger of the projects to be effective upon the sale of the additional bonds; and

WHEREAS, the City will adopt an ordinance approving and adopting the Merger; and

WHEREAS, the Agency has consulted with representatives of the County of Los Angeles, the Los Angeles County Flood Control District, and the Los Angeles County Public Library (collectively, the "County"), and the Fire District to determine the fiscal impact of the Plan; and

WHEREAS, prior to and after the aforementioned public hearing, the County, acting through its Chief Administrative Officer, the Fire District, the City and the Agency have agreed to address the fiscal impact of the Plan; and

WHEREAS, the County and Fire District have found and the Agency and City hereby find that the merged CBD, Industrial and North Redevelopment Projects ("Merger") have caused and continue to cause financial detriment to the County and Fire District as defined in California Health and Safety Code Section 33012; and

WHEREAS, the City and Agency desire to amend and restate the CBD Agreement and North Agreement (collectively, the "Prior Agreements") to provide for the issuance of additional tax increment obligations in order to facilitate the implementation of the Merger; and

WHEREAS, the County and Fire District have determined that such an amendment and restatement of the Prior Agreements is desirable, reasonable and appropriate, and may be accomplished

while providing for the alleviation of any financial burden on the County from the implementation of the Industrial and North Projects which have been merged with the Huntington Park CBD Project; and

WHEREAS, the City, the Agency, the County and the Fire District also seek to alleviate the fiscal impact of the redevelopment projects which were the subjects of the Merger not currently covered by the Prior Agreements, by providing for the distribution to the County and Fire District of a portion of all tax increments derived from the Merger area; and

WHEREAS, this Amended Agreement is entered into upon the authority of California Health and Safety Code Section 33401 and the provisions of the Plan required by Health and Safety Code Section 33338.1; and

WHEREAS, the Agency agrees to make any findings necessary to the determination of financial detriment pursuant to Section 33401; and

WHEREAS, by approval of this Amended Agreement, the parties hereto find and determine that any financial effects described in California Health and Safety Code Sections 33012 and 33401 relating to the Merger are thereby alleviated; and

WHEREAS, the County and Fire District intend that this Amended Agreement shall serve as a solution to their concerns regarding the Plan and agree to forebear any judicial remedies they may have to challenge the validity or implementation of the Merger.

NOW THEREFORE, for and in consideration of the foregoing, the parties do hereby agree as follows:

SECTION 1. Definitions.

(a) "Assessment Rolls" shall mean the assessment rolls, which were the last roll equalized prior to the effective dates of the ordinances adopting the respective redevelopment projects merged by the Plan ("Merged Projects"). The Assessment Rolls shall be utilized as the base year assessment roll for allocation of taxes for the Merged Projects pursuant to California Health and Safety Code Section 33670 and the provisions of this Amended Agreement.

(b) "Tax Increment Revenues" shall mean that portion of tax revenues generated by application of the basic tax levy to any increases in the respective assessed valuation within the Merged Projects which would otherwise be allocated to the Agency pursuant to California Health and Safety Code Section 33670.

(c) "County Share" of Tax Increment Revenues shall mean that respective portion of property taxes generated from the basic tax levy within the Merged Projects which would be allocated to the County in the absence of a division of taxes pursuant to California Health and Safety Code Section 33670. For purposes of this Amended Agreement, ~~the County Share shall be forty-eight and nine-tenths percent (48.9%)~~.

(d) "Fire District Share" of Tax Increment Revenues shall mean that respective portion of property taxes generated from the basic tax levy within the Merged Projects which would be allocated to the Fire District in the absence of a division of taxes pursuant to California Health and Safety Code Section 33670. For purposes of this Amended Agreement, ~~the Fire District Share shall be fifteen and five-tenths percent (15.5%)~~.

(e) "Agency Share" of Tax Increment Revenues shall mean that respective percentage of property taxes generated from the basic tax levy within the Merged Projects which would be allocated to the Agency as a result of a division of taxes pursuant to California Health and Safety Code Section 33670 less the County Share and Fire District Share. For purposes of this Amended Agreement, ~~the Agency Share for the Merged Projects shall be thirty-five and six-tenths percent (35.6%)~~.

SECTION 2. Allocation of Tax Increment Revenues. The Tax Increment Revenues for the Merger shall annually be distributed as follows:

(a) Subject to SECTION 4 of this Amended Agreement, the County shall annually be allocated the County Share as defined in SECTION 1(c) herein. The allocation to be made pursuant to this SECTION 2(a) shall not be used to calculate the Agency's maximum tax increment limit for the Merger.

(b) The Fire District shall annually be allocated the Fire District Share as defined in SECTION 1(d) herein. The allocation to be made pursuant to this SECTION 2(b) shall not be used to calculate the Agency's maximum tax increment limit for the Merger.

(c) The Agency shall annually be allocated the Agency Share as defined in SECTION 1(e) herein.

SECTION 3. Tax Rate Increases. In addition to the portion of taxes allocated to the County and Fire District pursuant to California Health and Safety Code Section 33670 (a) and SECTION 2 herein, an amount equal to all that portion of the Tax Increment Revenues allocable to the Agency pursuant to Section 33670(b) attributable to increases in the rate of tax levied by the County Board of Supervisors for the benefit of the County or special

districts for which the Board of Supervisors acts as the governing body, which levy occurs after the tax year in which the ordinances adopting the redevelopment plans for the Merged Projects became effective, shall be allocated to the County and Fire District pursuant to California Health and Safety Code Section 33675(a)(1). The allocation to be made pursuant to this SECTION 3 shall not be used to calculate the Agency's maximum tax increment limit for the Merger.

SECTION 4. County Loan. Recognizing the Agency's need to utilize a portion of the annual Tax Increment Revenues generated in the Merger area to meet annual bonded debt service requirements, the County agrees to loan to the Agency a portion of the Tax Increment Revenues allocated to the County pursuant to SECTION 2(a) of this Amended Agreement ("County Deferral") on the basis stated below:

(a) ~~The County shall annually loan to the Agency that portion of the County Share representing an amount necessary to assist the Agency in meeting County approved bonded debt which includes existing bonded debt and an additional amount authorized by SECTION 7 of this Amended Agreement and required third-party non-Agency administrative fees such as Trustee/fiscal agency fees, etc., required to administer the debt. The Agency shall, no later than October 1 of each year, request and substantiate the need for the County Deferral. In computing the Agency's annual need, the~~

Agency shall use all available revenues, including debt service override, unitary revenue, State property tax subvention revenue and the Agency Share toward its annual debt service requirements. In no event shall the County loan exceed the Tax Increment Revenues specified in SECTION 2(a) of this Amended Agreement.

(b) The Agency shall, in good faith, attempt to fully repay the County Deferral prior to the end of the life of the Merger, with interest compounded annually.

(c) The County Deferral shall accrue interest at seven percent (7%) per year, compounded annually. Such interest shall be calculated annually by the County Auditor-Controller based on the outstanding balance, including interest accrued to date, as of June 30. The County Auditor-Controller shall upon an annual written request of the Agency, notify the Agency of the total outstanding principal and interest due no later than 30 days after receipt of such request.

(d) The Agency shall commence repayment of the principal and interest amounts of the County Deferral beginning in the fiscal year immediately following the year in which the total of the Agency's Share of Tax Increment, debt service override, unitary revenue and State property tax subvention revenue is sufficient to meet annual Agency bonded debt service requirements. The County Deferral for the Merger shall terminate that year.

(e) The County shall begin to receive its full share of Tax Increment Revenues the year in which the County Deferral is terminated.

(f) The Agency shall make annual repayments toward County's loan amount out of the Agency's annual revenues, including the Agency's Share of Tax Increment, debt service override, unitary tax revenue and State Subvention revenues. The annual repayment amount shall be seventy percent (70%) of the difference between the annual debt service requirement and the Agency's total annual revenues described above.

(g) The County loan shall be considered indebtedness for the purpose of listing on the Merged Projects' annual statements of indebtedness.

SECTION 5. Housing Fund. The Agency shall be solely responsible for any required contributions to the Housing Fund from the Agency's portion of Tax Increment. The Agency shall notify, in writing, the County Auditor-Controller by October 1 of each year as to whether or not Tax Increment Revenues are to be contributed to the Housing Fund and the percentage that is to be contributed.

SECTION 6. County-Owned/Leased Property. The development by the County or Fire District of any real property owned or leased by the County or Fire District within the Merger

area shall not be subject to the approval or control of the City or Agency beyond that available to the City prior to the date of execution of this Amended Agreement, except with the written consent of the County.

SECTION 7. Plan Amendments.

(a) With the exception of an amendment to extend the life of the Plan and raise tax increment limits to accommodate an additional \$15 million in gross bond sales by the Agency or by an appropriate authority as hereby approved by the County, the Agency shall not amend any Plan for any of the purposes described in California Health and Safety Code Section 33354.6 which could result in creation of a fiscal review committee without prior written approval of the County.

(b) The Agency or appropriate authority shall use bond proceeds resulting from the amendment authorized in SECTION 7(a) above, to repay County-approved outstanding developer debt as identified by the Agency in Exhibit 1 to this Amended Agreement. Surplus bond proceeds beyond the amount needed to repay such developer debts, cost of bond issuance, and appropriate reserve funds, may be used by the Agency to repay City debt.

SECTION 8. Administration. County's Auditor-Controller shall annually determine, document and distribute Tax Increment Revenues in accordance with this Amended Agreement, as follows:

(a) The Auditor-Controller shall annually determine, as provided by law and this Amended Agreement:

(1) The total amount of Tax Increment Revenues generated by the Merged Projects;

(2) the total amount of Tax Increment Revenues that will be allocated to the Agency;

(3) the amount of Tax Increment Revenues to be allocated to the County and Fire District based on the distribution established by this Amended Agreement;

(4) the amount of Tax Increment to be loaned to the Agency from the County Share pursuant to SECTION 4 herein; and

(5) the amount the Agency is to repay to the County pursuant to SECTION 4 of this Amended Agreement.

(b) The County Auditor-Controller shall allocate and distribute the property tax revenues generated from within the Projects in the manner described in California Health and Safety

Code Sections 33670 (a) and (b) and in accordance with the requirements of this Amended Agreement. In the event the County Auditor-Controller makes overpayment or underpayment to the Agency, the affected party shall serve upon the other party a written demand for payment setting forth the amount of overpayment or underpayment and an explanation of how such amount is calculated. Such overpayment shall be reimbursed within thirty (30) working days of receipt of such demand or, in the alternative, any amount owed by the Agency shall be withheld from future payments to the Agency for the respective project for which overpayment was made.

(c) Upon the written request of the Agency, the Auditor-Controller shall provide to the Agency the basis for distribution of the Tax Increment Revenues, as outlined in SECTION 8(a) herein, by October 1 of each year or thirty days following receipt of the request.

SECTION 9. Subordination.

(a) The indebtedness of the Agency under this Amended Agreement shall be subordinate solely to annual Agency bonded debt service requirements. The indebtedness of the Agency under this Amended Agreement shall be included in all calculations of the amounts of the other Agency indebtedness used in connection with the sale of bonds or any agreement for which a pledge of Tax Increment Revenues is necessary.

(b) Except as provided in SECTION 7 herein, the Agency shall not incur new debt, bonded or otherwise, other than self-liquidating debt that is not secured by tax increment, or as otherwise approved by the County, until such time as the County Deferral is fully repaid.

(c) The order of priority to be given to distribution of Tax Increment Revenues for the Merger shall be as follows:

(1) Annual bonded debt service requirements and payment of the Fire District Share, which for the purposes of bonds previously sold shall be deemed to be subordinate to that debt service, and administrative fees to administer debt.

(2) Payment of the County Share.

(3) Repayment of the County Deferral as provided in SECTION 4 herein, and Agency administration/City loans on a 70/30 ratio (i.e., seventy percent (70%) to the County, thirty percent (30%) to the Agency).

(4) Other Agency purposes, including repayment of City debt.

SECTION 10. Covenant Not To Sue. The County and Fire District consent to and approve the proposed amendment to the Merger which has been reviewed by the County and Fire District.

The County and Fire District agree that neither will file or participate in any lawsuit or proceedings attacking or otherwise questioning the validity of the Plan or its adoption or approval, or any other findings or determinations previously made or to be made by the Agency or the City in connection with such Plan or their implementation.

SECTION 11. Miscellaneous.

(a) The Agency shall not spend Tax Increment Revenues within the Merger area for public improvements not integrally related to the Merger.

(b) Nothing in this Amended Agreement shall relieve the Agency from the obligation of filing a Statement of Indebtedness pursuant to California Health and Safety Code Section 33675.

(c) If this Amended Agreement is held invalid, in whole or in part, in order to carry out the purposes identified herein, the parties agree that each will take all necessary steps, including formal action and execution of documents, to accomplish the provisions of this Amended Agreement (including the distribution of Tax Increment Revenues in the manner and according to the allocation contemplated herein) by legal means.

(d) For audit purposes, the Agency shall have the right to review the County Auditor-Controller's calculations required in SECTION 8 herein.

SECTION 12. In-Lieu Payments. The Agency shall make in-lieu payments for any revenue losses resulting from property being taken off the tax rolls for extended periods of time by virtue of ownership by the Agency. These in-lieu payments shall only apply to property acquired by the Agency for the purpose of resale to private developers and held off the tax rolls for over a three year period.

SECTION 13. Protection of Agreement and Bonds. It is intended that this Amended Agreement and the bonds shall be protected by the provisions of California Health and Safety Code Section 33486 (b).

SECTION 14. Financial Commitment to Merger. The Agency shall commit all available sources of funding, including the Agency Share, the debt service override, unitary revenue and State property tax subvention revenue toward financial support of the Merger.

SECTION 15. Term. (a) The effective date of this Amended Agreement shall be the date of execution by the County Board of Supervisors, unless the Plan is not legally adopted by the

City and Agency, in which event, this Amended Agreement shall be null and void. If legally adopted, the effective date of the Project Merger shall be the day following the closing date of the bond issue(s) provided for in foregoing SECTION 8 herein. In the event bonds are not issued by the Agency or appropriate authority pursuant to this Amended Agreement within six (6) months from execution, as extended by any litigation, then this Amended Agreement shall be null and void. The County shall have the right to approve the bond sale herein. If the County objects, the bonds shall not be delivered. This Amended Agreement, if adopted, shall supersede any and all pre-existing Agency-County Agreements for the Plan, including but not limited to Agreement No. 43746 and Agreement No. 43747.

(b) Unless previously terminated by mutual agreement of the parties, all rights and obligations in this Amended Agreement shall terminate when the Agency's legal rights to claim and receive Tax Increment Revenues from the Merged Projects cease.

SECTION 16. Severability. If any portion of this Amended Agreement is held invalid, the remaining provisions shall maintain their full force and effect.

IN WITNESS THEREOF, the City of Huntington Park, the Huntington Park Redevelopment Agency, the Consolidated Fire Protection District of Los Angeles County, and the County of Los Angeles have caused this Amended Agreement to be executed on their behalf by their duly authorized representatives.



COUNTY OF LOS ANGELES

By:

Pete E. Schikman

Chairman,
Board of Supervisors

ATTEST TO:

LARRY J. MONTEILH,
Executive Officer -
Clerk of the
Board of Supervisors

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By:

Pete E. Schikman

By:

Janet Zagar
Deputy

Approved as to Form:

DE WITT W. CLINTON
County Counsel

CITY OF HUNTINGTON PARK

By:

William P. Lytle
Mayor

By:

Thomas M. Blum
Deputy

Approved as to Form:

HUNTINGTON PARK REDEVELOPMENT
AGENCY

By:

Jack Parker
Chairman

By:

Michael B. Montgomery
MICHAEL B. MONTGOMERY
Agency Counsel

ATTEST:

By:

Marilyn A. Boyette
MARILYN A. BOYETTE, CMC
City Clerk

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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JAN 30 1990

Larry J. Montelh

LARRY J. MONTEILH
EXECUTIVE OFFICER

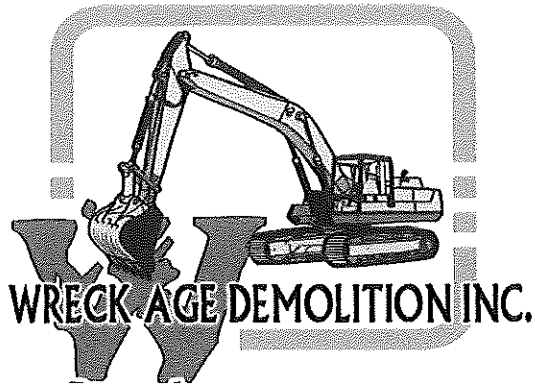
EXHIBIT I

<u>File #</u> <u>Area</u>	<u>Development</u> <u>Description</u>	<u>ID</u> <u>#</u>	<u>Creditor/</u> <u>Developer</u>	<u>Agency</u> <u>Debt</u>
CBD	Daisy Victorian	72	Jim Watson	1,199,329
CBD	Plaza de la Fiesta	60	Jim Watson	2,320,962
				=====
				3,520,291
IND	Industrial Park	1	Bestway Recycl	230,000
IND	Robin Plaza	91	Jim Watson	236,486
				=====
				466,486
NRP	Alexander Plaza	63	RHA Partners	969,974
NRP	BOCL 164 SFD	93	Mus Co., Inc.	211,577
NRP	Christina Plaza	NA	Jim Watson	41,936
NRP	DDA Cancelled	47	Kent Roberts	348,702
NRP	Juliana Plaza	65	Sam & James	571,853
NRP	None	NA	Hawkins	15,000
NRP	Pacific Shop. Cntr.	16	PacificShopCntr Partners	5,209,361
NRP	Seville Gardens	84	Katina Assoc.	226,729
				=====
				7,595,132
			Total Dev Debt	11,581,909
				=====

NOTE: Amounts above are informational only as they are presently being confirmed and reconciled to developers records. Adjustments relating to these procedures borrowing between the date of agreement and date of payoff and interest due on these to date of payoff may result in these amounts changing.

ITEM NO. 13.4

WRECK AGE DEMOLITION PROPOSAL



LIC # 890096
P.O. BOX 3040
Chino Hills, CA 91709
Office: 909-393-6937
Fax: 909-393-6945
wreckagedemolitioninc@gmail.com

PROPOSAL

- 1) Legal Name of the Company: **Wreck Age Demolition Inc.**
Address: **3965 Coast Oak Circle, Chino Hills, CA 91709.**
Contact: **Ismael E. Rodriguez (Estimator)**
Cell: **626-523-1307**
Office: **909-393-6937**
Fax: **909-393-6945**
Email: **wreckagedemolitioninc@gmail.com**
Contractor: **Ismael E. Rodriguez**
Contractor License Number: **890096**
- 2) See attached
- 3) Our firm has been in business for four years. We specialize in asbestos abatement, hazardous material removal, demolition and grading work. We take pride on our zero accident record since our company was founded.
- 4) Our firm will used conventional heavy equipment machinery to bring down building and trees, while keeping dust to a minimum. All of the lightweight debris like wood, stucco, drywall and roofing material will be separated from the rest of the debris and haul to a recycling facility. Foundations, concrete slabs, concrete pavements will also be prepared and haul to a recycling facility. All metal will be recycle as scrap metal.



LIC # 890096

**P.O. BOX 3040
Chino Hills, CA 91709**

Office: 909-393-6937

Fax: 909-393-6945

wreckagedemolitioninc@gmail.com

PROPOSAL AND CONTRACT

To: City of Huntington Park
Attn: Ms. Fernanda Palacios

Date: June 21, 2011

I PROPOSE TO FURNISH ALL EQUIPMENT, FULLY OPERATED AND MAINTAINED, TO COMPLETE THE FOLLOWING:

This Company will not be responsible for broken sidewalks, underground pipes, etc.; if work involves drilling or blasting the cost of this work is extra unless otherwise agreed upon in writing. Also not responsible for dewatering filled ground, shoring, cave-ins, engineering, fine grading, backfilling, obtaining any required barricading or canopies, utility abandonment, removal of caissons or septic tanks, fencing, unforeseen, or obtaining required permits, unless otherwise specified in writing. Removal of property line fences and footings larger than 18 inches are extra. **Not responsible for hazardous or contaminated material.**

This company reserves the right to all salvageable material on the site at the time the job is bid, unless otherwise agreed upon in writing. Prices quoted do not include obtaining any necessary permits. Any alteration or deviation from the following specifications involving extra work will only be executed upon written orders for same, and will become extra charge over the sum mentioned in this contract; all agreements must be in writing.

SCOPE OF WORK: Demolish remove and dispose of existing 12 units. Including all trees, vegetation, trash, concrete slabs, concrete pavement, foundations, and debris. Also, cut/fill to grade the lot towards the street. Including all import or export of soil. Erosion control, and dust Control. Also, cut and cap all utilities. Maintenance period for up to three years will only cover cleaning of all vegetation. Debris cleaning is excluded from the quote but can be done on as needed basis.

EXCLUDE:

ALL THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF: \$129,800.00 (One Hundred Twenty Nine Thousand Eight Hundred Dollars).

Maintance Period for Three Years could be done on a monthly charge of 2,000.00. Up to three Years. This quote is not included in the base bid.

The price stated in this contract is valid for a length of 60 days only. After 40 days the total amount stated above will become void unless a signed contract is returned within the the specified time. Payments to be made 30 days upon completion of work. 3% per month for late payments. Price based on one move. Engineering, testing, survey, any required bonds, permits and inspection fees to be paid by others. Sanitation facilities and water necessary for dust control shall be furnished by owner or general contractor ordering work. If circumstances at the site require that another specialty contractor be hired, such as to trim trees entangled in power lines, saw-cut property line walls, etc, the cost or hiring said contractor is not included in this quote unless specifically mentioned otherwise. Owner indemnifies and agrees to defend Wreck Age Demolition, Inc., should any claims be made by third parties based on work performed by Wreck Age Demolition, Inc. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

NOTICE TO PAYOR:

"Under the Mechanics' Lien Law (California Code of Civil Procedures, Section 1181 et seq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

We require the following information prior to scheduling: Signed contract, Copy of asbestos abatement completion, approximate square footage and age of structure, property owner's name, address and phone number. Demolition and sewer permits to be obtained by others prior to demolition.

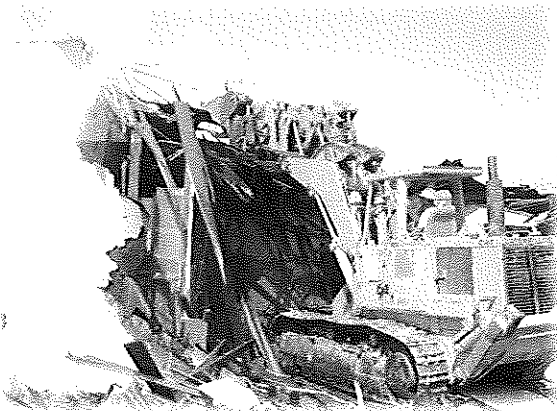
Accepted by _____

Date _____

Respectfully submitted

WRECK AGE DEMOLITION, INC.

ISMAEL RODRIGUEZ



Project: Demolition of Commercial buildings

Location: La Mirada, CA

Project Value: \$213,000.00

Project Address: 15035 Alondra Blvd. La Mirada, CA 90638

Client: City of La Mirada

Client Address: 13700 La Mirada Blvd., La Mirada, CA

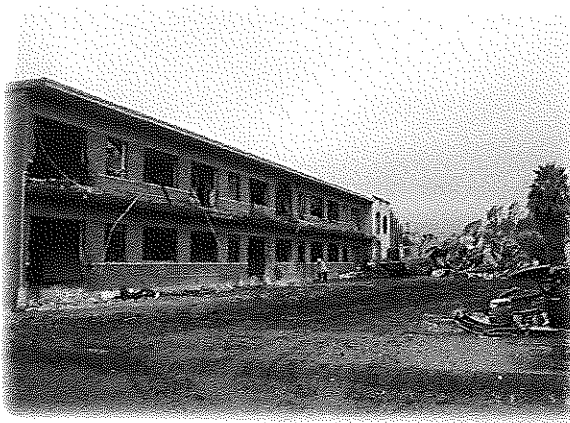
Contact: Mr. Arturo Cervantes

Phone: (562)943-0131

Project Completion: October, 2008

Tustin Legacy Park Demolition

2009



Project: Demolition of Multiple Buildings

Location: Tustin, CA

Project Value: \$220,000.00

Project Address: 38 Landsdowne Rd. Tustin, CA 92782

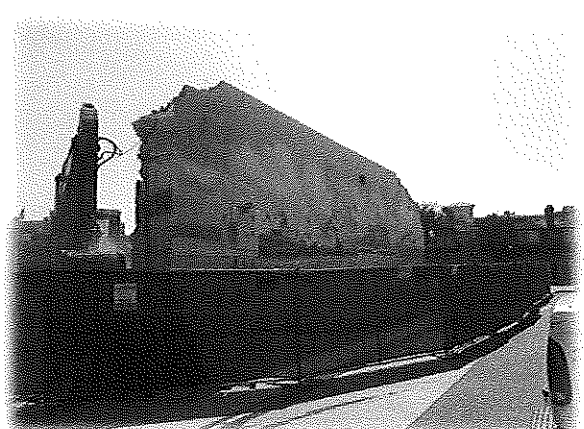
Owner: City of Tustin

Owner Address: 300 Centennial Way, Tustin, CA 92780

Contact: Mr. John Draugelis

Phone: (714) 573-3164

Project Completion: February, 2009



Project: Former Balboa Market Demolition and Removal

Location: Newport Beach, CA

Project Value: \$23,090.00

Project Address: 608 E. Balboa Blvd. Newport Beach, CA

Owner: City of Newport Beach

Owner Address: 3300 Newport Blvd. Newport Beach, CA

Contact: Mr. Fong Tsu

Phone: (949) 644-3321

Project Completion: November, 2010



Project: Cypress College Portable Demolition & Grading

Location: Cypress, CA

Project Value: \$63,200.00

Project Address: 9200 Valley View Blvd. Cypress, CA

Owner: North Orange County Community College District

Owner Address: 41830 W. Romneya Drive, Anaheim, CA

Contact: Mr. Albert Miranda

Phone: (714) 493-6609

Project Completion: May, 2011

**WRECK AGE DEMOLITION INC.
PROJECTS COMPLETED**

Project: La Cumbre Junior High School Portable Buildings Demolition

Location: Santa Barbara, CA

Project Value: \$67,500.00

Project Address: 2225 Modoc Rd. Santa Barbara, CA

Owner: Santa Barbara High school district

Owner Address: 720 Santa Barbara St., Santa Barbara, CA

Contact: Mr. Carl Mayrose

Phone: (805) 963-4331 Ext 280

Project Completion: August, 2007

Project: City Facilities Demolition

Location: Laguna Beach, CA

Project Value: \$16,500.00

Project Address: Olive St, Laguna Beach, California 92651

Owner: City of Laguna Beach

owner Address: 505 Forest Avenue, Laguna Beach, California 92651

Contact: Mr. Joe Chiquete

Phone: (949) 497-3311

Project Completion: February, 2008

Project: Demolition of Multiple Buildings

Location: Tustin, CA

Project Value: \$220,000.00

Project Address: 38 Landsdowne Rd. Tustin, CA 92782

Owner: City of Tustin

Owner Address: 300 Centennial Way, Tustin, CA 92780

Contact: Mr. John Draugelis

Phone: (714) 573-3164

Project Completion: February, 2009

Project: Demolition of Commercial buildings

Location: La Mirada, CA

Project Value: \$213,000.00

Project Address: 15035 Alondra Blvd. La Mirada, CA 90638

Owner: City of La Mirada

Owner Address: 13700 La Mirada Blvd., La Mirada, CA

Contact: Mr. Arturo Cervantes

Phone: (562)943-0131

Project Completion: October, 2008

Project: Demolition of a residential House

Location: Fontana, CA

Project Value: \$12,500.00

Project Address: 8407 Cherry Ave. Fontana, CA 92335

Owner: County of San Bernardino

Owner Address: 351 North Arrowhead Avenue. San Bernardino, CA 92415

Contact: Mr. John Flasher

Phone: (909) 387-8057

Project Completion: January, 2009

Project: Leuzinger High School Aurora modular Project
Location: Lawndale, CA
Project Value: \$26,500.00
Project Address: 4100-4256 W Rosecrans Ave. Lawndale, CA 90260
Owner: Centinnela Valley Unified High School District.
Owner Address: 14901 S. Inglewood Ave. Lawndale, CA 90260
Contact: Mr. Eli Belknap
Phone: (323)855-6013
Project Completion: August, 2009

Project: Wilson High School Modernization Project
Location: Hacienda Heights, CA
Project Value: \$52,000.00
Project Address: 16455 Wedgeworth Dr. Hacienda Heights, CA
Owner: Hacienda La Puente Unified School District
Owner Address: 15959 E Gale Ave, City Of Industry, CA 91745
Contact: Mr. Terry Redler
Phone: (818)597-4365 Ext: 30
Project Completion: November 2009

Project: Demolition of Temple Judea
Location: Desert Hot Springs, CA
Project Value: \$36,000.00
Project Address: 66675 Pierson Blvd. Desert Hot Springs, CA 92240
Owner: City of Desert Hot Springs
Owner Address: 65950 Pierson Blvd. Desert Hot Springs, CA 92240
Contact: Mr. Troy Strange
Phone: (760)329-6411 Ext: 228
Project Completion: March, 2010

Project: Former Balboa Market Demolition and Removal
Location: Newport Beach, CA
Project Value: \$23,090.00
Project Address: 608 E. Balboa Blvd. Newport Beach, CA
Owner: City of Newport Beach
Owner Address: 3300 Newport Blvd. Newport Beach, CA
Contact: Mr. Fong Tsu
Phone: (949) 644-3321
Project Completion: November, 2010

Project: Demolition of concrete inside a warehouse
Location: Vernon, CA
Project Value: \$135,000.00
Project Address: 3386 E. 44th Street, Venon , CA 90058
Owner: Alba Construction
Owner Address: 3386 E. 44th Street, Venon , CA 90058
Contact: Mr. Tony
Phone: (310) 717-3506
Project Completion: January, 2011

Project: Demolition and Grading for a new Facility

Location: Sun Valley, CA

Project Value: \$120,000.00

Project Address: 8723 San Fernando Rd. Sun Valley, CA

Owner: Precision Scrap Handling Systems

Owner Address: 1404 West Holt Ave. Pomona, CA

Contact: Mr. Steve Irwin

Phone: (951)640-1539

Project Completion: In Progress, 70% Completed

Project: Site Clearing and Grading

Location: Diamond Bar, CA

Project Value: \$13,800.00

Project Address: 3338 South Diamond Canyon Rd. Diamond Bar, CA

Owner: Shook Building Systems

Owner Address: 4442 Parkhurst St. Mira Loma, CA

Contact: Mr. Brandon Nichols

Phone: (951)288-1211

Project Completion: In Progress, 40% Completed

Project: Cypress College Portable Demolition & Grading

Location: Cypress, CA

Project Value: \$63,200.00

Project Address: 9200 Valley View Blvd. Cypress, CA

Owner: North Orange County Community College District

Owner Address: 41830 W. Romneya Drive, Anaheim, CA

Contact: Mr. Albert Miranda

Phone: (714) 493-6609

Project Completion: May, 2011

ITEM NO. 13.4

VIZION WEST PROPOSAL

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

Cover Letter

Vizion's West, Inc. appreciates the opportunity to submit our Proposal for Demolition of Buildings & Misc. Items At: 6100 Through 6114 Carmelita Street, & 3806 Through 3828 E. 61st Street. Enclosed you will find the requested information, required insurance certificates and documents for submittal.

Closing: Wednesday June 22, 2011 4:00PM
Request for Proposal Demolition of Buildings & Misc. At:
6100,6100A,6112,6114 Carmelita Avenue &
3806,3806A,3806B,3806C,3808,3808A,3824 &3828 E.61st St.

Presented By: Vizion's West, Inc.
PO Box 988
Winchester, CA 92596
(951) 244-3050 phone; (951) 244-8359 fax
earleywine@msn.com
Contact: Lloyd Earleywine, (Bob) CEO/President

Presented To: Fernanda Palacios,
Community Development Department
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

VIZION'S WEST, INC.

General Contracting ❖ Asbestos Abatement/Lead Abatement ❖ Complete Demolition Services

Organization Information

Vizion's West, Inc. appreciates the opportunity to submit our Bid/Proposal for Demolition of Facilities at 6100-6114 Carmelita St. & 3806-3828 61st St. Vizion's West, Inc. is ready and capable of performing specific project work as called out in the request for proposal. Our management combined has over 55 years experience in the general construction industry. The growth of our company is controlled by strict adherence to customers' needs, and attention to details, ensuring our clients of satisfactory completion of their projects.

Vizion's West, Inc. has experience in performing asbestos abatement, lead abatement and demolition of structures and foundations, removal and instillation of temporary and permanent chain link fence, abatement of weeds, vegetation, removal of concrete slabs, asphalt, brick wall/fence, and scattered trash throughout properties. Vizion's West, Inc. has done demolition scope of work calling out for pools to be removed and backfilled. Vizion's West, Inc. provides complete demolition services adhering to all specifications and guidelines provided for bidding as well as all state, county and city regulations. We pride ourselves on completing projects in a timely manner and to the satisfaction of our clients.

Vizion's West, Inc. is an equal opportunity employer. Vizion's West, Inc. complies fully with all government regulations regarding nondiscriminatory employment practices and does not discriminate based on sex, color, ethnic origin or religion. Our office is located at 29060 Goetz Road, Quail Valle and **Mailing address** of PO Box 988 Winchester, CA 92596. Our office hours are from 9:00 am to 5:00 pm Monday thru Friday and can be reached by phone at 951-244-3050, fax 951-244-8359 or e-mail: earleywine@msn.com. Vizion's West has the appropriate licenses with the Contractors State License Board, Division of Occupational Safety and Health, South Coast Air Quality Management District, and CA Department of Public Health Childhood Lead Poisoning Prevention Branch.

VIZION'S WEST, INC.

General Contracting ❖ Asbestos Abatement/Lead Abatement ❖ Complete Demolition Services

MULTI-SITE DEMOLITION

Our Demolition Process would be tentatively as follows:

<u>Time Required</u>	<u>Description</u>
Within 1 Calendar Day Of notice to proceed	Execute Contract:
At the same time:	Notify SCAQMD, and all necessary agencies for: -Demolition Notification -Pull Permits required for proper demolition
Start Demolition (14 Calendar Days)	Upon completion of the SCAQMD Notification waiting period, start the demolition process in a timely manor.

Note:

Demolition debris will be disposed of in a proper manner, recycling as much as is possible at proper disposal and recycling facility locations. As of date, our recycling percentage ranges from 89%-98%.

Contractors Lic. # 812067 ❖ D.O.S.H. #837

PO Box 988 ❖ Winchester CA 92596 ❖ PHONE: (951) 244-3050 ❖ FAX: (951) 244-8359

VIZION'S WEST, INC.

General Contracting Asbestos Abatement /Lead Abatement Complete Demolition Services

References

Project Title: Orange, Palm, Olive, Rialto

Client: City of Rialto

Contact: Patrick Goode #562-908-6288

Address: 131 S. Riverside Drive, Rialto CA

Description: Asbestos Abatement and Demolition of 5 SFR's

Project Title: 73-775 & 73-805 Santa Rosa Way, Palm Desert

Client: City of Palm Desert

Contact: Bryce White #760-346-0611

Address: 73-510 Fred Waring Drive, Palm Desert, CA

Description: Asbestos Abatement and Complete Demolition Services at an apartment complex and SFR located in Palm Desert

Project Title: Caltrans Right of Way Demolition

Client: California Department of Transportation

Contact: Ben Martinez #494-756-4957

Description: Hazardous Material Abatement and Complete Demolition of Structures

Project Title: 3472, 3473 Farnham Place, 9384 Martha Way & 9596 Indiana Avenue

Client: City of Riverside, Public Works

Contact: Mike Wolff #951-826-5990

Address: 3900 Main Street, Riverside CA

Description: Hazardous Material Abatement and Complete Demolition Services of Structures

Project Title: Demolition of 13 Existing Redevelopment Properties

Client: City of Loma Linda

Contact: Jeff Peterson #909-799-4407

Address: 25541 Barton Road, Loma Linda CA

Description: Asbestos Abatement and Demolition at Poplar Street

Project Title: 12971 Trask Avenue & 12972 Ranchero Way

Client: City of Garden grove

Contact: Carlos Marquez #714-741-5131

Address: 11222 Acacia Parkway, Garden Grove, CA

Description: Asbestos Abatement and Complete Demolition of Structure

VIZION'S WEST, INC.

General Contracting • Asbestos Abatement / Lead Abatement • Complete Demolition Service

Proposal / Contract

Proposal Submitted To:

Fernanda Palacios
City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255

Phone:

323-583-6266 Phone

Date:

June 21, 2011

Job Name: Demolition of Building & Misc. Items at 6100 through 6114 Carmelita Street & 3806 through 3828 E. 61st Street, Huntington Park

Job Location: Demolition of Building & Misc. Items at 6100 through 6114 Carmelita Street & 3806 through 3828 E. 61st Street, Huntington Park

We hereby propose to furnish all materials and labor complete, in accordance with the above specifications. This work shall meet all federal, state, local regulations and laws.

Scope of Work:

Remove, and dispose of structure, foundation, and debris, cap sewer, and rough grade at 6100 through 6114 Carmelita Street & 3806 through 3828 E. 61st as per Request for Proposal provided by Fernanda Palacios.

Total: \$64,540.00

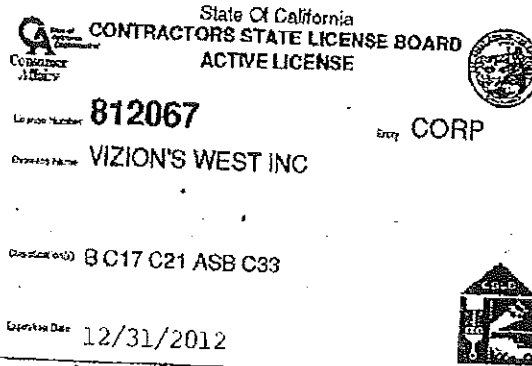
Payment to be made as follows: 100% UPON COMPLETION

All materials are guaranteed to be as specified. All work to be completed in a workman like manner, and according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above these estimates. All agreements are contingent upon acts of God, or delays beyond our control. Owner to carry fire, earthquake, and other necessary insurance as required. Vizion's West, Inc. is insured with liability, pollution, auto, and workman's compensation. **NOTE: Proposal is good for 30 days.**

Authorized Signature: B. Earleywine Bob Earleywine, CEO/President **Date:** June 21, 2011

Acceptance of proposal- The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payment will be made as outlined above.

Acceptance Signature: _____ **Print Name:** _____ **Date:** _____



B. E. Byrne
Licensee Signature

P.O. Box 26006, Sacramento, CA 95826
Contractors State License Board
Postage guaranteed by:
If found, drop in any mailbox.
This pocket card is valid through the expiration date only.
This license is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated for any reason.
Any change of business address must be reported to the Registrar within 60 days.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-01-2010

GROUP: 000044
 POLICY NUMBER: 0022328-2010
 CERTIFICATE ID: 1
 CERTIFICATE EXPIRES: 12-01-2011
 12-01-2010/12-01-2011

CONTRACTORS STATE LICENSE BOARD
 WORKERS COMPENSATION UNIT
 P O BOX 26000
 SACRAMENTO CA 95826

NF

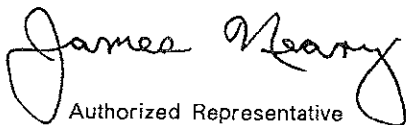
LICENSE NUMBER: LICENSE# 812067
 INCEPTION DATE: 12-01-2010
 DO: NF

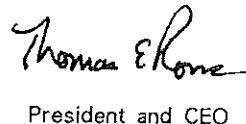
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


 Authorized Representative


 President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - LLOYD EARLEYWINE, PRES, SEC, TREAS - EXCLUDED.

ENDORSEMENT #1600 - BRIAN SCOTT SMITH, DIRECTOR - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

VIZIONS WEST INC.
 PO BOX 988
 WINCHESTER CA 92596

NF

ACORD CERTIFICATE OF LIABILITY INSURANCE

UPDATED
INSURANCE

DATE (MM/DD/YY)
08/04/2010

PRODUCER

BONDING & INSURANCE SPECIALISTS AGENCY, INC.
9340 S. HARLEM AVENUE
BRIDGEVIEW, IL 60455

Serial # 145266

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IN CALIFORNIA, DBA BONDS AND INSURANCE SERVICES, L.C. #0795489

INSURED

VIZION'S WEST, INC.
P.O. BOX 988
WINCHESTER, CA 92596

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: ARCH SPECIALTY INSURANCE COMPANY

21199

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	12 EMP 43677 05	08/05/10	08/05/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS
		EXCESS/UMBRELLA LIABILITY				ANY AUTO <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below
		OTHER CONTRACTOR'S POLLUTION LIABILITY INCLUDES ASBESTOS/LEAD OPS OCCURRENCE FORM	12 EMP 43677 05	08/05/10	08/05/11	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						

\$1,000,000 PER CLAIM

CERTIFICATE HOLDER

FOR INFORMATION
AND
BIDDING PURPOSES.

KAO

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dora M. Hulien



Policy Number:

Date Entered: 6/7/2010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Bigner Insurance 202 W. Lincoln Avenue, Ste k Orange, CA 92865	CONTACT NAME: PHONE (A/C, No, Ext): (714) 998-3332 FAX (A/C, No): (714) 282-1225 E-MAIL ADDRESS:
INSURED	VIZION'S WEST 29226 AVENIDA GAVIOTA QUAIL VALLEY, CA 92587	INSURER(S) AFFORDING COVERAGE INSURER A: TRUCK INSURANCE EXCHANGE NAIC# 26905 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	604810010	4/6/2011	4/6/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**30 DAYS NOTICE OF CANCELLATION

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fred H. Bigner

State of California



Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

Certificate of Registration for Asbestos-related Work

Certificate No. 837

Expiration Date 09-Jun-12

VIZIONS WEST, INC.

(Name of Employer)

is duly registered by the Division of Occupational Safety and Health in accordance with the California Administrative Code, Title 8,
Article 2.5 for asbestos-related work.

09-May-11
Date Of Issuance

Richard Peterson for Jeff Ferrell
Division of Occupational Safety and Health

Effective Date 10-Jun-11

Contractor's License No. 812067

This registration is valid only when the following requirements and conditions are met:

1. The registered employer shall safely perform asbestos-related work in compliance with relevant occupational safety and health regulations.
2. The registered employer shall notify the Division of changes in work locations or conditions as specified by Section 341.9 of Title 8 of the California Administrative Code.
3. The registered employer shall post a sign readable at 20 feet at the location of any asbestos-related work stating:

**Danger-Asbestos
Cancer and Lung Hazard
Authorized Personnel Only**

4. A copy of the registration shall be posted at the jobsite beside the Cal-OSHA poster.
5. The registered employer shall provide a copy of this registration certificate to the prime contractor and any other employers at the site before the commencement of any asbestos-related work.
6. The registered employer shall conduct a safety conference prior to the commencement of any asbestos-related work as specified by Section 341.11 of Title 8 of the California Administrative Code.
7. The registered employer acknowledges the Division's right to revoke or suspend this registration as provided by Section 341.14 of title 8 of the California Administrative Code.

ITEM NO. 13.5

**CITY OF HUNTINGTON PARK
PUBLIC WORKS DEPARTMENT
City owned property maintenance
Job COST ESTIMATE**

PERSONNEL								
DATE	JOB DESCRIPTION	HOURS	REG RATE	OVERTIME RATE	# OF STAFF	CLASSIFICATION	SUB TOTAL	GRAND TOTAL
8/2/2012	Clean up and remove all bulky items, debris.	5	\$24.79		6	Maint. Workers	\$743.37	
8/2/2012	Spray entire area with weed killer.	5	\$24.79		1	Maint. Workers	\$123.95	
Please note: This estimate is on a quarterly basis.								
							Sub Total	\$867.32
							Overhead	
							PERSONNEL TOTAL	\$867.32
								\$867.32
EQUIPMENT	TYPE	HOURS	HOURLY RATE					
Unit #204	Back hoe / Skip loader	5	\$31.00	\$155.00				
Unit #356	Small tractor (bob cat)	5	\$25.66	\$128.30				
Unit #340	Dump truck	5	\$26.69	\$133.45				
Unit #353	Small dump truck	5	\$19.76	\$98.80				
							EQUIPMENT TOTAL	\$515.55
								\$515.55
MATERIALS		QTY.	RATE					
	Weed killer	25Gal.	\$200.00	\$200.00				
							MATERIAL TOTAL	\$200.00
								\$200.00
							TOTAL EVENT COST	\$1,582.87
TOTAL OVERTIME PERSONNEL COST								

PREPARED BY: Juan A Preciado, PW Supervisor
DATE: August 2, 2012

JP

ITEM NO. 13.6

PURCHASE ORDER



1-800-BOARDUP

1-800-BOARDUP
2651 Saturn Street
Brea, CA 92821-6703
(714) 982-5151 (800) 541-8800 Fax (714) 982-5150
Federal ID# 95-3989473 General Contractor Lic.# 485114

Client: Fernanda, City Of Huntington Park
Property: 6100 Carmelita
Huntington Park, CA

Home: (323) 584-6266

Operator Info:
Operator: CHRIS

Estimator: Chris Goettker

Reference:
Company: -

Type of Estimate: Vandalism
Date Entered: 9/9/2011 Date Assigned: 9/9/2011

Price List: CABD5B_DEC10
Labor Efficiency: Restoration/Service/Remodel
Estimate: FERNANDA-ES2

General Building Notes

1. This estimate does not include building code improvements or modifications of any kind unless specifically noted in the estimate.
2. This estimate does not included changes to specifications by the department of building and safety unless otherwise noted.
3. This estimate does not include any changes and/or modifications made by any engineer unless otherwise noted.
4. This estimate does not include a scope of any hidden damages.
5. This estimate does not include any hazardous material testing or removal unless otherwise noted.



1-800-BOARDUP

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FERNANDA-ES2

Unit 3806

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
3. R&R Board-up windows or doors	42.00 SF	0.39	1.55	81.48
Note: Board up and secure 2 door openings. Doors are 3 X 7 = 21 Sf. @ \$1.94 a square foot.				
Totals: Unit 3806				81.48

Unit 3806 A

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
4. R&R Board-up windows or doors	42.00 SF	0.39	1.55	81.48
Note: Board up and secure 2 door openings. Doors are 3 X 7 = 21 Sf. @ \$1.94 a square foot.				
Totals: Unit 3806 A				81.48

Unit 3808

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5. R&R Board-up windows or doors	42.00 SF	0.39	1.55	81.48
Note: Board up and secure 2 door openings. Doors are 3 X 7 = 21 Sf. @ \$1.94 a square foot.				
Totals: Unit 3808				81.48

Unit 3808 A

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
12. R&R Board-up windows or doors	42.00 SF	0.39	1.55	81.48
Note: Board up and secure 2 door openings. Doors are 3 X 7 = 21 Sf. @ \$1.94 a square foot.				
Totals: Unit 3808 A				81.48



1-800-BOARDUP

1-800-BOARDUP
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Federal ID# 95-3989473 General Contractor Lic.# 485114

Unit 3806 B

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
6. R&R Board-up windows or doors	135.00 SF	0.39	1.55	261.90
Note: Board up and secure 1- 6 x 8 window in living room, a 6 x 3 & 3 x 3 in bedroom, a 2 x 3 in bathroom, a 3 x 3 and 6 x 4 in the kitchen and 1- 3 x 7 front door opening. @ \$1.94 a square foot.				
Totals: Unit 3806 B				261.90

Garage

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Note: Board up 3 - 8 x 8 garage openings. Only on sides with 2 x 4's				
18. 2" x 4" x 8' (material only)	6.00 EA	0.00	4.44	26.64
Totals: Garage				26.64

Unit 3806 C

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
8. R&R Board-up windows or doors	135.00 SF	0.39	1.55	261.90
Note: Board up and secure 1- 6 x 8 window in living room, a 6 x 3 & 3 x 3 in bedroom, a 2 x 3 in bathroom, a 3 x 3 and 6 x 4 in the kitchen and 1- 3 x 7 front door opening. @ \$1.94 a square foot.				
Totals: Unit 3806 C				261.90

Garage 2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Note: Board up 3 - 8 x 8 garage openings. Only on sides with 2 x 4's				



1-800-BOARDUP

1-800-BOARDUP
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CONTINUED - Garage 2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
19. 2" x 4" x 8' (material only)	6.00 EA	0.00	4.44	26.64
Totals: Garage 2				26.64

6100 A

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. R&R Board-up windows or doors	42.00 SF	0.39	1.55	81.48
Note: Board up and secure 2 door openings. Doors are 3 X 7 = 21 Sf. @ \$1.94 a square foot.				
Totals: 6100 A				81.48

Garage 3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Note: Board up 1 - 9 x 8 garage door Only on the sides with 2 x 4's.		1 - 3 x 7 pedestrian door opening = 21 Sf		
13. R&R Board-up windows and doors	21.00 SF	0.39	1.55	40.74
20. 2" x 4" x 8' (material only)	2.00 EA	0.00	4.44	8.88
Totals: Garage 3				49.62

6100

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
14. R&R Board-up windows or doors	42.00 SF	0.39	1.55	81.48
Note: Board up and secure 2 door openings. Doors are 3 X 7 = 21 Sf. @ \$1.76 a square foot.				
Totals: 6100				81.48

Garage 4



1-800-BOARDUP

1-800-BOARDUP
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(714) 982-5151 (800) 541-8800 Fax (714) 982-5150
Federal ID# 95-3989473 General Contractor Lic.# 485114

CONTINUED - Garage 4

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Note: Board up 1 - 9 x 8 garage door only with 2 x 4's. 1 - 3 x 7 pedestrian door opening = 21 sf.				
15. R&R Board-up windows and doors	21.00 SF	0.39	1.55	40.74
21. 2" x 4" x 8' (material only)	2.00 EA	0.00	4.44	8.88
Totals: Garage 4				49.62

6112

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
16. R&R Board-up windows or doors	199.00 SF	0.39	1.55	386.06
Note: Board up and secure, Kitchen 1 - 6 x 7 slider & 1 - 2 x 3 window Bathroom 1 - 2 x 3 window Living room 1 8 x 4 window & 1 - 3 x 7 door Upstairs Bathroom 1 - 2 x 3 window Bedroom #1 2 - 3 x 6 windows Bedroom #2 1 - 8 x 4 window & 1 - 3 x 6 window				
Totals: 6112				386.06

Garage 5

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
22. 2" x 4" x 8' (material only)	4.00 EA	0.00	4.44	17.76
Totals: Garage 5				17.76

6114

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
17. R&R Board-up windows or doors	167.00 SF	0.39	1.55	323.98



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CONTINUED - 6114

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Note: Board up and secure, Kitchen 1 - 6 x 7 slider & 1 - 2 x 3 window Bathroom 1 - 2 x 3 window Upstairs Bathroom 1 - 2 x 3 window Bedroom #1 2 - 3 x 6 windows Bedroom #2 1 - 8 x 4 window & 1 - 3 x 6 window				
Totals: 6114				323.98

Garage 6

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
23. 2" x 4" x 8' (material only)	2.00 EA	0.00	4.44	8.88
Totals: Garage 6				8.88

Temp Fence

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Note: Temp fence in front of unit's 6112 & 6114 is 84 Lf				
24. R&R Temporary fencing Minimum charge	1.00 EA	0.00	300.00	300.00
Totals: Temp Fence				300.00

Temp fence 2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Note: temp fencing on the rear of the units is also 84 Lf.				
25. R&R Temporary fencing Minimum Charge	1.00 EA	0.00	300.00	300.00
Totals: Temp fence 2				300.00



1-800-BOARDUP

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Line Item Totals: FERNANDA-ES2

2,501.88



1-800-BOARDUP

1-800-BOARDUP
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Brea, CA 92821-6703
(714) 982-5151 (800) 541-8800 Fax (714) 982-5150
Federal ID# 95-3989473 General Contractor Lic.# 485114

Summary

Line Item Total	2,501.88
Replacement Cost Value	<u>\$2,501.88</u>
Net Claim	<u><u>\$2,501.88</u></u>

Chris Goettker



1-800-BOARDUP

1-800-BOARDUP
2651 Saturn Street
Brea, CA 92821-6703
(714) 982-5151 (800) 541-8800 Fax (714) 982-5150
Federal ID# 95-3989473 General Contractor Lic.# 485114

Recap by Room

Estimate: FERNANDA-ES2

Unit 3806	81.48	3.26%
Unit 3806 A	81.48	3.26%
Unit 3808	81.48	3.26%
Unit 3808 A	81.48	3.26%
Unit 3806 B	261.90	10.47%
Garage	26.64	1.06%
Unit 3806 C	261.90	10.47%
Garage 2	26.64	1.06%
6100 A	81.48	3.26%
Garage 3	49.62	1.98%
6100	81.48	3.26%
Garage 4	49.62	1.98%
6112	386.06	15.43%
Garage 5	17.76	0.71%
6114	323.98	12.95%
Garage 6	8.88	0.35%
Temp Fence	300.00	11.99%
Temp fence 2	300.00	11.99%
<hr/> Subtotal of Areas		<hr/> 2,501.88 100.00%
<hr/> Total		<hr/> 2,501.88 100.00%



1-800-BOARDUP

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Recap by Category

Items	Total	%
GENERAL DEMOLITION	362.70	14.50%
FRAMING & ROUGH CARPENTRY	97.68	3.90%
TEMPORARY REPAIRS	2,041.50	81.60%
Subtotal	2,501.88	100.00%

ITEM NO. 13.6A ~~3e~~ ^{3d}



Invoice

2651 Saturn St.
Brea, CA 92821

DATE: AUGUST 2, 2012

Ph. 714-982-5151

Fax. 714-982-5150

TO Community Development Department
Attn: Fernanda Palacios
6550 Miles Ave.
Huntington Park CA, 90255

INVOICE NUMBER	JOB	TYPE	DUE DATE
B1186.CG	6100 Carmelita	Fence	Oct 2012

DATE	DESCRIPTION	AMOUNT	BALANCE
10/2012	200 linear Ft. of Temp Fence Rental for 1 year from October 2012 until October 2013	\$1,368.00	\$1,368.00
		SUBTOTAL	\$1,368.00
		DISCOUNT	
		TOTAL	\$1,368.00

If you have any questions please call our office.

Make all checks payable to 1-800-BoardUP
THANK YOU FOR YOUR BUSINESS!

ITEM NO. 14.2

SOUTHLAND STEEL

Memorandum



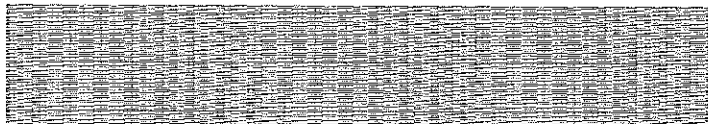
To: Project File Eco-10-418
CC: Norman A Dupont
From: Opjit Ghuman
Date: 3/11/2011
Re: Cost Estimate for Shallow Soil Remediation
Southland Steel Facility, Huntington Park, CA

As requested by you we have prepared a cost estimate for the planned shallow remediation at the Southland Steel facility in Huntington Park, California. A Contaminated-Soil Removal Work Plan was prepared dated January 18, 2010 (misabeled 2009) and this cost estimate assumes that the work scope will largely be as described in that work plan.

Since the submittal of this plan, Eco prepared a Site Characterization Report where a risk assessment was completed to further understand the site conditions. Also, the DTSC has reviewed this characterization report and provided comments. One of the important comments was the consideration of the soil vapor conditions reported and the requirement to manage these conditions during shallow soil removal. We have allowed for the proper preparation of the base of the excavation and the placement of a vapor membrane underlain by a passive collection system for the vapors. Since the final removal plan will also require DTSC approval, the cost estimate assumes that this management of the soil vapor will be found acceptable to allow the soil removal to be accomplished.

It is planned that the areas of metals and PAH-impacted soil will be excavated from the locations where samples have shown contamination requiring removal and off-site disposal. If additional impact can be determined from post-removal sampling, the excavation will be extended. All excavated soil will be temporarily stockpiled on-site.

The estimate is based on the soil removal volume estimated in the contaminated soil removal action plan: an estimate that 1,800 cyds of soil is impacted and requires removal. Should additional soil removal be necessary, it is assumed that it will be accommodated by the 20 percent contingency in the estimate.



March 11, 2011

The attached tables show the estimate for the tasks necessary to complete the shallow soil removal. For the excavation and off-site disposal we have obtained quotations from a contractor that performs such work in the Los Angeles basin.

The estimate tables are as follows:

- A summary table showing the total estimated cost;
- Labor costs for preparation of the Remedial Action Plan, the final report and for oversight during the removal action;
- A table showing the sub-contract cost for excavation, placement of the passive vapor control system, and for off-site disposal of the excavated soil; and,
- A table showing the confirmation sample analysis in the laboratory. We have assumed a 24-hour turnaround in the laboratory analysis to allow work progress of the contractor.

The total estimated cost for shallow soil remediation is \$678,500.

Remediation Cost Estimate for Shallow Soil Southland Steel Facility, Huntington Park		
Summary		
Task	Description	Cost
Task 1	Remedial Action Plan and approvals	\$19,800
Task 2	Pre-remediation Activities and mobilization	\$4,700
Task 3	Field Remediation	\$528,100
Task 4	Report Preparation	\$12,800
Estimated Total		\$565,400
Contingency for cost estimate - 20 percent		\$113,080
Estimate for Planning Purposes		\$678,480

**City of Huntington Park - Southland Steel
Cost Estimate for Shallow Soil Remediation**

Task 1: Remedial Action Plan and approvals by DTSC including preparation of documents, reviews by DTSC and one revision to document.

Labor			
Job Category	Unit Cost	Unit	Quantity Cost
Program Manager	\$150.00	HR	4 \$600.00
Project Manager	\$125.00	HR	48 \$6,000.00
Senior Scientist/Engineer/Geologist	\$115.00	HR	20 \$2,300.00
Project Scientist/Engineer/Geologist	\$90.00	HR	20 \$1,800.00
Staff Scientist/Engineer/Geologist	\$75.00	HR	80 \$6,000.00
Administrative & Office Support	\$55.00	HR	48 \$2,640.00
Subtotal - Labor			\$19,340.00
Equipment			
Item	Unit Cost	Unit	Quantity Cost
Misc Office Supplies	\$500.00	LS	1 \$500.00
Subtotal - Equipment			\$500.00
Subcontractors			
Item	Unit Cost	Unit	Quantity Cost
Subtotal - Subcontractors			
Task Total			\$19,840.00

**City of Huntington Park - Southland Steel
Cost Estimate for Shallow Soil Remediation**

Task 2: Contractor selection, pre-remedial action preparation and mobilization

Labor				
Job Category	Unit Cost	Unit	Quantity	Cost
Program Manager	\$150.00	HR	4	\$600.00
Project Manager	\$125.00	HR	16	\$2,000.00
Senior Scientist/Engineer/Geologist	\$115.00	HR		
Project Scientist/Engineer/Geologist	\$90.00	HR		
Staff Scientist/Engineer/Geologist	\$75.00	HR	16	\$1,200.00
Administrative & Office Support	\$55.00	HR	8	\$440.00
Subtotal - Labor				\$4,240.00
Equipment				
Item	Unit Cost	Unit	Quantity	Cost
Misc Office Supplies	\$500.00	LS	1	\$500.00
Subtotal - Equipment				\$500.00
Subcontractors				
Item	Unit Cost	Unit	Quantity	Cost
Subtotal - Subcontractors				
Task Total				\$4,740.00

**City of Huntington Park - Southland Steel
Cost Estimate for Shallow Soil Remediation**

Task 3: Field Remediation activities including site excavation, management of subsurface vapors by placing vapor barrier and passive venting system, excavation of soil and soil disposal - assume two weeks of field activities.

Labor				
Job Category	Unit Cost	Unit	Quantity	Cost
Program Manager	\$150.00	HR	8	\$1,200.00
Project Manager	\$125.00	HR	16	\$2,000.00
Senior Scientist/Engineer/Geologist	\$115.00	HR	24	\$2,760.00
Project Scientist/Engineer/Geologist	\$90.00	HR		
Staff Scientist/Engineer/Geologist	\$75.00	HR	200	\$15,000.00
Administrative & Office Support	\$55.00	HR	24	\$1,320.00
Subtotal - Labor				\$22,280.00
Equipment				
Item	Unit Cost	Unit	Quantity	Cost
Vehicle	\$150.00	DY	10	\$1,500.00
PID	\$150.00	DY	10	\$1,500.00
Misc Supplies	\$50.00	DY	10	\$500.00
Subtotal - Equipment				\$3,500.00
Subcontractors				
Item	Unit Cost	Unit	Quantity	Cost
See Subcontract Estimate for Field Work				\$471,872.50
See Subcontract Estimate for Laboratory Analysis				\$30,442.50
Subtotal - Subcontractors				\$502,315.00
Task Total				\$528,095.00

City of Huntington Park - Southland Steel Cost Estimate for Shallow Soil Remediation				
Sub-contract for field work including all field activities				
Subcontractor Items				
Item	Unit Cost	Unit	Quantity	Cost
Mobilization, site set up, layout, & demobilization	\$6,000.00	LS	1	\$6,000.00
Sawcut, demolish, remove, and dispose of surface paving	\$3.60	SF	10,100	\$36,360.00
Excavate and stockpile impacted soils adjacent to excavations	\$30.00	CY	1,800	\$54,000.00
Load impacted soils into trucks for offsite transportation and disposal	\$7.00	ton	2,700	\$18,900.00
Transportation and Disposal of non-hazardous soil - (PAH impacted)	\$57.50	ton	1,775	\$102,062.50
Transportation and Disposal of non-RCRA soil (lead and arsenic impacted)	\$102.00	ton	900	\$91,800.00
Transportation and Disposal of RCRA soil (lead and arsenic impacted)	\$288.00	ton	25	\$7,200.00
Place PVC membrane underlain by vent pipes providing passive vapor venting	\$5.00	SF	10000	\$50,000.00
Backfill and compaction of excavations, includes compaction testing & reporting	\$10.00	ton	2,700	\$27,000.00
Clean imported backfill material	\$16.00	ton	2,700	\$43,200.00
Re-pave excavated areas with 4-inch asphalt	\$3.50	SF	10,100	\$35,350.00
Total Subcontractor Costs				\$471,872.50

**City of Huntington Park - Southland Steel
Cost Estimate for Shallow Soil Remediation**

Sub-contract laboratory analysis estimate for field confirmation sampling and for sampling of stockpile soil for proper disposal includes 10 percent for duplicate sample analysis

Subcontractor Laboratory Items				
Item	Unit Cost	Unit	Quantity	Cost
Arsenic using EPA method 6020	\$24.75	ea	90	\$2,227.50
Lead using EPA method 6020	\$24.75	ea	90	\$2,227.50
PAHs using EPA method 8270	\$181.50	ea	90	\$16,335.00
Kit for VOC sampling - 5035	\$16.50	ea	90	\$1,485.00
VOCs using EPA method 5035/8260B	\$90.75	ea	90	\$8,167.50
Total Subcontractor Costs				\$30,442.50

**City of Huntington Park - Southland Steel
Cost Estimate for Shallow Soil Remediation**

Task 4: Project close-out, report preapration and one revision to final report based on client and/or DTSC comments.

Labor			
Job Category	Unit Cost	Unit	Quantity Cost
Program Manager	\$150.00	HR	8 \$1,200.00
Project Manager	\$125.00	HR	24 \$3,000.00
Senior Scientist/Engineer/Geologist	\$115.00	HR	20 \$2,300.00
Project Scientist/Engineer/Geologist	\$90.00	HR	
Staff Scientist/Engineer/Geologist	\$75.00	HR	60 \$4,500.00
Administrative & Office Support	\$55.00	HR	24 \$1,320.00
Subtotal - Labor			\$12,320.00
Equipment			
Item	Unit Cost	Unit	Quantity Cost
Misc Office Supplies	\$500.00	LS	1 \$500.00
Subtotal - Equipment			\$500.00
Subcontractors			
Item	Unit Cost	Unit	Quantity Cost
Subtotal - Subcontractors			
Task Total			\$12,820.00

ITEM NO. 16.1

MIDDLETON PERMANENT
RELOCATION BUDGET

City of Huntington Park

6700 Middleton Property Rehabilitation - Permanent

Case ID Claimant Address	Date <u>Interview upd.</u> GIN	MOU	Notice <u>90 Day</u> 30 Day	Rent incl. utilities	2011 CA State 80 % Income Limit	Income (incl. deductions <u>under 104(d))</u>	30% income (incl. deductions under 104(d))	# of <u>Occupants</u> Legal	Beds <u>Now</u> Needed	Estimated Replacement Incl. Utilities	URA	104(d)	FMP	Vacate Date	Total paid to tenant	COMMENTS	
OLD-003-06700-002 Humbertino Rosas 6700-B Middleton Street Huntington Park, CA 90255	6/28/11			\$722	\$73,800	\$26,573.64	\$664.34	5	1	\$1,251	\$22,218	\$35,200	\$1,100			Income from 2011.	
	10/29/07					36%		3	2								
OLD-003-06702-000 Alma Hernandez 6702 Middleton Street Huntington Park, CA 90255	6/28/11			\$791	\$79,250	\$26,127.53	\$653.19	6	2	\$1,712	\$38,682	\$63,529	\$1,295			2011 stated income.	
	10/29/07					33%		3	3								
OLD-003-06702-001 Nelson Tellez 6702-A Middleton Street Huntington Park, CA 90255	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	VACANT	
	N/A		N/A			N/A		N	N/A				N/A	N/A			
OLD-003-06702-002 Alejandro Patricio 6702-B Middleton Street Huntington Park, CA 90255	6/28/11			\$891	\$73,800	\$14,400.00	\$360.00	5	2	\$1,251	\$15,120	\$53,460	\$1,295			2011 stated income.	
	10/29/07					20%		0	2								
TOTALS											\$76,020	\$152,188	\$3,690				

6614 Middleton Property Rehabilitation - Permanent

Case ID Claimant Address	Interview Date GIN	NOE	Notice 90 Day 30 Day	Rent incl. Utilities	2011 CA State 80% Income Limit	Income Lower Income Y/N	30% income	# of Occupants Legal	Beds Now Needed	Estimated Replacement Incl. Utilities	URA	104(d)	FMP	Vacate Date	Total paid to tenant	COMMENTS
OLD-004-06614-000 Ruben Ramos 6614 Middleton Street Huntington Park, CA 90255	6/28/11			\$1,730	\$79,250	\$53,072	\$1,326.80	6	4	\$2,235	\$21,210	\$54,492	\$2,615			2011 stated income.
	4/17/08					Y		4	4							
OLD-004-06614-001 Maria De Lourdes Vega 6614 Middleton Street Apt. #A Huntington Park, CA 90255	6/28/11			\$393	\$79,250	\$47,895	\$1,197.37	6	1	\$1,712	\$55,419	\$30,878	\$1,100			2011 stated income.
	4/17/08					Y		6	3							
OLD-004-06614-001A Juana Vega 6614 Middleton Street Apt. A Huntington Park, CA 90255	6/28/11			\$393	\$73,800	\$27,600	\$690.00	5	1	\$1,401	\$42,357	\$42,660	\$880			2011 stated income.
	4/17/08					Y		2	2							
OLD-004-06614-002 Ivan Ramos Pano 6614 Middleton Street Apt. #B Huntington Park, CA 90255	6/28/11			\$789	\$73,800	\$28,800	\$720.00	5	2	\$1,401	\$28,602	\$40,860	\$1,815			2011 stated income.
	4/17/08					Y		5	2							
OLD-004-06614-003 Pablo Reynaga 6614 Middleton St., Apt. #C Huntington Park, CA 90255	6/19/08	N/A	N/A	\$465	N/A	N/A	N/A	5	Single	N/A	N/A	N/A	N/A	11/9/2009	N/A	VACANT
	4/17/08		N/A	N/A		N/A		N/A	2							
OLD-004-06614-004 Jose Valeriano 6614 Middleton Street Apt. #D Huntington Park, CA 90255	6/28/11	12/28/11	12/28/11	\$563	\$61,450	\$14,400	\$360.00	1	Single	\$726	N/A	\$0	\$800	4/17/2012	\$800.00	VACANT
	4/17/08		2/24/12			Y		0	Sngle							
TOTALS											\$147,588	\$168,890	\$7,210			

Legend: Vacant

Italics Not confirmed

PERMANENT RELOCATION TOTAL	\$321,077.87
Plus 10% contingency	\$353,185.65

ESTIMATED TIMELINE								
GIN/Intro	Survey Completed	Relo Plan	Approval	NOE's Issued	90 Day Notice	30 Day Notice	Vacant	Writ of Assistance/ Unlawful Detainer
4/17/2008	6/19/2008	5/7/2011	6/6/2011					

Available after Rehab		
2 bedroom	3 bedroom	4 bedroom
7 units all Very Low Income	3 units all Lower Income	1 unit at Lower Income

ITEM NO. 17

LAUSD LAWSUIT

RECEIVED

JUN 15 2012

Dept. 323

ORIGINAL FILED

JUN 18 2012

LOS ANGELES
SUPERIOR COURT

GREGORY G. LUKE (SBN 225373)
MICHAEL J. STRUMWASSER (SBN 58413)
BYRON F. KAYR (SBN 264005)
STRUMWASSER & WOCHER LLP
10940 Wilshire Boulevard, Suite 2000
Los Angeles, California 90024
Telephone: (310) 576-1233
Facsimile: (310) 319-0156

DAVID R. HOLMQUIST,
General Counsel (SBN 179872)
JOHN F. WALSH (SBN 185498)
GREGORY L. MCNAIR (SBN 132941)
LOS ANGELES UNIFIED SCHOOL DISTRICT
333 S. Beaudry Avenue, 20th Flr.
Los Angeles, California 90017
Telephone: (213) 241-7600
Facsimile: (213) 241-3311

*Attorneys for Petitioner
Los Angeles Unified School District*

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LOS ANGELES UNIFIED SCHOOL DISTRICT,

Petitioner,

v.

THE COUNTY OF LOS ANGELES, ET AL.,

Respondents.

CITY OF LOS ANGELES, ET AL.,

Real Parties in Interest.

Exempt From Filing Fees Pursuant
to Gov. Code § 6103

Case No. BS108180

**ORDER GRANTING
WRIT OF MANDATE RE:
RETROSPECTIVE RELIEF**

Dept.: 323
Judge: Hon. Elihu Berle

1 On May 23, 2012, the Honorable Elihu Berle, Department 323 of the Los Angeles
2 County Superior Court, heard argument on the Motion for Issuance of a Writ Granting
3 Retrospective Relief ("Motion") filed by Petitioner Los Angeles Unified School District
4 ("Petitioner"). Gregory G. Luke and Byron F. Kahr, and John F. Walsh appeared on behalf of
5 Petitioner; Paul L. Gale and Charles Lovejoy appeared on behalf of Respondent County of Los
6 Angeles; Scott E. Nichols appeared on behalf of Respondents Bell Gardens Redevelopment
7 Agency and Montebello Redevelopment Agency and Real Parties in Interest City of Bell
8 Gardens and City of Montebello; Gregory M. Kunert appeared on behalf of Respondents San
9 Fernando Redevelopment Agency, Huntington Park Community Development Commission,
10 and West Hollywood Community Development Commission and Real Parties in Interest City
11 of West Hollywood, City of Huntington Park, City of San Fernando and West Hollywood
12 Landscape and Lighting District; Donald P. Johnson appeared on behalf of Respondents Culver
13 City Redevelopment Agency, Maywood Redevelopment Agency, Community Redevelopment
14 Agency of the City of Los Angeles and Long Beach Redevelopment Agency and Real Parties
15 in Interest City of Long Beach, City of Maywood, and City of Culver City; June Allin appeared
16 on behalf of Respondents Carson Redevelopment Agency and Lynwood Redevelopment
17 Agency and Real Parties in Interest City of Carson and City of Lynwood; Kevin Barba
18 appeared on behalf of Respondents City of Commerce and Commerce Redevelopment Agency;
19 and J. Michael Echovarria appeared on behalf of the Greater Los Angeles County Vector
20 Control District. After hearing initial argument from the parties, the Court continued the
21 hearing on the Motion to June 15, 2012 at 8:30 a.m.

22 Based on the argument of counsel at these hearings, and the briefs filed by the parties in
23 advance of the hearings, the Court determined that a writ granting retrospective relief should
24 issue in the following form:

25 "TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

26 "The Court having determined that retrospective relief should be granted,

27 "NOW THEREFORE, RESPONDENTS COUNTY OF LOS ANGELES AND
28 LOS ANGELES COUNTY AUDITOR-CONTROLLER WENDY L. WATANABE

1 (collectively, the "COUNTY RESPONDENTS"), together with their agents, officers,
2 employces, representatives, and successors, are hereby commanded, immediately upon
3 receipt of this Writ, as follows:

4 "For all former redevelopment project areas with redevelopment plans adopted
5 on or after January 1, 1994, and all former redevelopment project areas with
6 redevelopment plans adopted before that date but subject to the pass-through
7 requirments of Health and Safety Code section 33607.5 by operation of Health and
8 Safety Code section 33607.7, COUNTY RESPONDENTS shall:

9 (1) calculate the pass-through payment obligations of the former
10 redevelopment agencies, as mandated by Health and Safety Code sections 33607.5 and
11 33607.7, that accrued for fiscal year 2003-2004 to January 31, 2012 of fiscal year 2011-
12 2012 ("Retrospective AB 1290 payments"), in a manner that takes into account the
13 property taxes that local educational agencies received through the Educational
14 Revenue Augmentation Fund ("ERAF");

15 (2) calculate Retrospective AB 1290 payments in a manner that does not
16 credit non-school affected taxing entities with the receipt of property taxes that are in
17 fact shifted to the ERAF;

18 (3) calculate Retrospective AB 1290 payments in a manner that does not
19 credit affected taxing entities with the receipt of any monies allocated to a city, a city
20 and county, or a county pursuant to sections 97.68 and 97.70 of the Revenue and
21 Taxation Code;

22 (4) for each redevelopment project area where Retrospective AB 1290
23 payments were required to have been made, calculate the Retrospective AB 1290
24 payments that were due to each affected taxing entity in each relevant fiscal year
25 according to the share of property taxes each entity received, including the property
26 taxes shifted to schools via the ERAF, within the boundaries of that redevelopment
27 project area;
28

1 (5) for each redevelopment project area where Retrospective AB 1290
2 payments were required to have been made, calculate the difference between:

3 (a) the amount of pass-through payments that COUNTY
4 RESPONDENTS actually diverted, credited, or caused to be paid to the Los
5 Angeles County General Fund and to all other county-managed funds or
6 accounts, including county-dependent special districts, under Health and Safety
7 Code sections 33607.5 and 33607.7, for each fiscal year from fiscal year 2003-
8 2004 through January 31, 2012 of fiscal year 2011-2012; and

9 (b) the amount of pass-through payments that should have been
10 diverted, credited, or caused to be paid into the Los Angeles County General
11 Fund and to all other county-managed funds or accounts, including county-
12 dependent special districts, for the fiscal years identified above, pursuant to the
13 calculations specified in paragraphs (1) through (4), above, which difference
14 represents the amount the COUNTY RESPONDENTS incorrectly diverted to
15 RESPONDENT COUNTY OF LOS ANGELES and to the funds and accounts
16 of county-dependent special districts it manages;

17 (6) calculate the respective shares of the differential amount described in
18 paragraph (5) that correspond with pass-through underpayments to PETITIONER LOS
19 ANGELES UNIFIED SCHOOL DISTRICT ("PETITIONER");

20 (7) calculate pre-judgment interest on the amounts incorrectly diverted from
21 PETITIONER, as specified in paragraph (6), at the constitutional rate of 7 percent per
22 annum, accrued from the last day of the relevant fiscal year in which pass-through
23 payments were due under Health and Safety code section 33607.5 and 33607.7 through
24 to the date this Writ is issued by the Clerk of the Superior Court;

25 (8) remit to Petitioner an amount equal to the sum of all overpayments and
26 pre-judgment interest calculated pursuant to paragraphs (6) and (7) above; and

27 (9) serve PETITIONER and each RESPONDENT former redevelopment
28 agency and its corresponding RESPONDENT successor agency with copies of the

1 calculations applicable to that former redevelopment agency described in paragraphs (1)
2 through (7) above, along with evidence of the relevant payment made to PETITIONER
3 pursuant to paragraph (8) above.
4

5 "FURTHER, SUCCESSOR AGENCY TO THE COMMUNITY
6 DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES,
7 SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF
8 THE CITY OF LOS ANGELES, COMMUNITY REDEVELOPMENT AGENCY OF
9 THE CITY OF LOS ANGELES, SUCCESSOR AGENCY TO THE BELL GARDENS
10 REDEVELOPMENT AGENCY, BELL GARDENS REDEVELOPMENT AGENCY
11 [a.k.a. City of Bell Gardens Redevelopment Agency], SUCCESSOR AGENCY TO
12 THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF CARSON,
13 REDEVELOPMENT AGENCY OF THE CITY OF CARSON [a.k.a. City of Carson
14 Redevelopment Agency], SUCCESSOR AGENCY TO THE COMMERCE
15 COMMUNITY DEVELOPMENT COMMISSION, COMMERCE COMMUNITY
16 DEVELOPMENT COMMISSION, SUCCESSOR AGENCY TO THE CUDAHY
17 COMMUNITY DEVELOPMENT COMMISSION, CUDAHY COMMUNITY
18 DEVELOPMENT COMMISSION [a.k.a. Cudahy Redevelopment Agency],
19 SUCCESSOR AGENCY TO THE HUNTINGTON PARK COMMUNITY
20 DEVELOPMENT COMMISSION, HUNTINGTON PARK COMMUNITY
21 DEVELOPMENT COMMISSION [a.k.a. Community Development Commission of the
22 City of Huntington Park], SUCCESSOR AGENCY TO THE DISSOLVED
23 LYNWOOD REDEVELOPMENT AGENCY, LYNWOOD REDEVELOPMENT
24 AGENCY [a.k.a. City of Lynwood Redevelopment Agency], SUCCESSOR AGENCY
25 TO THE LONG BEACH REDEVELOPMENT AGENCY, LONG BEACH
26 REDEVELOPMENT AGENCY [a.k.a. Redevelopment Agency of the City of Long
27 Beach], SUCCESSOR AGENCY TO THE MAYWOOD REDEVELOPMENT
28 AGENCY, MAYWOOD REDEVELOPMENT AGENCY, SUCCESSOR AGENCY

1 TO THE SAN FERNANDO REDEVELOPMENT AGENCY, SAN FERNANDO
2 REDEVELOPMENT AGENCY, SUCCESSOR AGENCY TO THE DISSOLVED
3 SOUTH GATE REDEVELOPMENT AGENCY, SOUTH GATE REDEVELOPMENT
4 AGENCY, SUCCESSOR AGENCY TO THE CITY OF VERNON
5 REDEVELOPMENT AGENCY, CITY OF VERNON REDEVELOPMENT
6 AGENCY, SUCCESSOR AGENCY TO THE WEST HOLLYWOOD COMMUNITY
7 DEVELOPMENT COMMISSION, WEST HOLLYWOOD COMMUNITY
8 DEVELOPMENT COMMISSION [a.k.a. West Hollywood Redevelopment Agency]
9 (collectively "RESPONDENT SUCCESSOR AGENCIES") together with their agents,
10 officers, employees, representatives, successors, and assigns are each hereby separately
11 commanded, upon receipt of this Writ, and immediately upon COUNTY
12 RESPONDENTS' performance of their duties set forth in paragraphs (1) through (9),
13 above, to do the following with respect to the former redevelopment agency they
14 represent:

15 (10) for each redevelopment project area where Retrospective AB 1290
16 payments were required to have been made, calculate the difference between:

17 (a) the amount of pass-through payments that RESPONDENT
18 SUCCESSOR AGENCIES actually tendered to PETITIONER pursuant to
19 Health and Safety Code sections 33607.5 and 33607.7 for each fiscal year from
20 fiscal year 2003-2004 through January 31, 2012 of fiscal year 2011-2012 ; and,

21 (b) the amount of pass-through payments that should have been made
22 to PETITIONER for those same fiscal years, as determined by the calculations
23 specified in paragraphs (1) through (4) and (6), above, which difference
24 represents the gross amount the RESPONDENT SUCCESSOR AGENCIES
25 withheld from PETITIONER;

26 (11) calculate pre-judgment interest on the withheld amounts specified in
27 paragraph (10), at the constitutional rate of 7 percent per annum, accrued from the last
28 day of the relevant fiscal year in which pass-through payments were due under Health

1 and Safety code section 33607.5 and 33607.7 through to the date this Writ is issued by
2 the Clerk of the Superior Court;

3 (12) deduct the relevant amount paid by the COUNTY RESPONDENTS
4 pursuant to paragraph (8) above [i.e., the aggregate pass-through payments incorrectly
5 diverted by the County from all redevelopment project areas operated by the former
6 redevelopment agency in question, with prejudgment interest] from the sum of the
7 amounts calculated in paragraphs (10) and (11) above, which result represents the net
8 amount that each RESPONDENT SUCCESSOR AGENCY incorrectly withheld from
9 PETITIONER along with statutory pre-judgment interest;

10 (13) calculate, report, and schedule to their respective Recognized Obligation
11 Payment Schedules generated pursuant to Health and Safety Code section 34177, the
12 net amount that each RESPONDENT SUCCESSOR AGENCY incorrectly withheld
13 from PETITIONER along with statutory pre-judgment interest, as calculated pursuant
14 to paragraph (12) above and aggregated from all redevelopment projects established by
15 the relevant former redevelopment agency; and

16 (14) remit to PETITIONER, pursuant to Health and Safety Code section
17 34177, the full amount calculated under paragraph (13), above, on or before the first
18 distribution date for the six-month payment period for the Recognized Obligations
19 Payment Schedule immediately following the scheduling of the past-due pass-through
20 obligations pursuant to this writ, unless PETITIONER has agreed, in writing, to an
21 alternate payment schedule by installments.

22
23 "THE COUNTY RESPONDENTS ARE FURTHER COMMANDED to make
24 and file a Return on this Writ on or before August 16, 2012, setting forth what they
25 have done to comply with this Writ.

26 "The Return filed by COUNTY RESPONDENTS must identify with precision
27 how they will calculate, for all redevelopment projects in its jurisdiction established
28 after January 1, 1994 which intersect, in whole or in part, within the geographical

1 boundaries of the LAUSD and for all redevelopment projects established before that
2 date but subject to the pass-through requirements of Health and Safety Code section
3 33607.5 by operation of Health and Safety Code section 33607.7 which intersect, in
4 whole or in part, within the geographical boundaries of the LAUSD, as follows:

5 (1) the total amount of property tax revenue that was allocated to the former
6 redevelopment agency, and, for the relevant period in fiscal year 2011-2012, the total
7 amount of property tax revenue that would have been allocated to the former
8 redevelopment agency as redevelopment tax increment had the redevelopment agency
9 not dissolved;

10 (2) the total portion of that property tax revenue that was subject to pass-
11 through payments to affected taxing entities pursuant to Health and Safety sections
12 33607.5 and 33607.7, and, for the relevant period in fiscal year 2011-2012, the total
13 portion of that property tax revenue that was subject to pass-through payments to
14 affected taxing entities pursuant to Health and Safety sections 33607.5 and 33607.7 (as
15 those sections read on January 1, 2011) and sections 34183 and 34188;

16 (3) the percentage shares of property taxes received by each affected taxing
17 entity within each redevelopment project area; and

18 (4) the resulting pass-through payments that should have been distributed to
19 each taxing entity that operates within each project area in its jurisdiction, pursuant to
20 Health and Safety sections 33607.5 and 33607.7.

21
22 "Each step in the calculations described above must be described with sufficient
23 clarity to allow the Court to determine whether the compliance plan will properly
24 implement the rule of law announced by the Court of Appeal on January 27, 2010 and
25 by this Court in its January 27, 2012 Statement of Decision. At a minimum, the
26 description of the compliance plan must explain how each step in the relevant
27 calculations was determined by reference to the source of relevant data used and the
28 methodology employed.

1
2 "THE RESPONDENT SUCCESSOR AGENCIES ARE EACH SEPARATELY
3 FURTHER COMMANDED to make and file a Return on this Writ on or before August
4 16, 2012, setting forth what each has done to comply and how it intends to comply with
5 the Writ in the future.

6 Specifically, the Return filed by each RESPONDENT SUCCESSOR AGENCY must:

7 (1) present evidence of all pass-through payments actually tendered to
8 PETITIONER from fiscal year 2003-2004 to January 31, 2012 in fiscal year 2011-2012;
9 and

10 (2) include thorough documentation of all calculations performed pursuant to
11 this writ described with sufficient clarity to allow the Court to determine whether the
12 compliance plan will properly implement the rule of law announced by the Court of
13 Appeal on January 27, 2010 and by this Court in its January 27, 2012 Statement of
14 Decision. At a minimum, the description of the compliance plan must explain how each
15 step in the relevant calculations was determined by reference to the source of relevant
16 data used and the methodology employed.

17
18 "LET THE WRIT ISSUE."

19
20 Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

21 A Peremptory Writ of Mandate shall issue in the form of the Writ set forth above and
22 filed herewith.

23
24 SO ORDERED.

25
26 Date: June 18, 2012

ELIHU M. BERLE

Honorable Elihu M. Berle
Judge of the Superior Court

1 Submitted by:

2 STRUMWASSER & WOOCHER LLP

3 By: 

4 Byron F. Kahr

5 *Attorneys for Petitioner*

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Re: *Los Angeles Unified School District v. The County of Los Angeles, et al.*
(LASC No. No. BS 108180)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 10940 Wilshire Boulevard, Suite 2000, Los Angeles, California 90024.

☒ If electronic mail service is indicated, pursuant to the March 14, 2011 Order Re E-Service Provider entered in this case, on **June 15, 2012**, I served the foregoing document(s) described as **[Proposed] Order Granting Writ of Mandate Re: Retrospective Relief** on all appropriate parties in this action (service list as maintained by CaseAnywhere), by electronic transmission to caseanywhere.com.

☐ If fax service is indicated, by facsimile transmission this date to the fax number stated, to the attention of the person named, pursuant to Code of Civil Procedure section 1013(f).

☐ If U.S. Mail service is indicated, by placing this date for collection for mailing true copies in sealed envelopes, addressed to each person as indicated, pursuant to Code of Civil Procedure section 1013a(3). I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 15, 2012**, at Los Angeles, California.


Paula M. Klein